

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION THREE

MAHFOUZ MICHAEL,

Plaintiff and Respondent,

v.

AETNA LIFE & CASUALTY  
INSURANCE CO. et al.,

Defendants and Appellants.

B131509

(Los Angeles County  
Super. Ct. No. BC158268)

ORDER MODIFYING OPINION  
AND DENYING REHEARING  
[NO CHANGE IN JUDGMENT]

THE COURT:

It is ordered that the opinion filed herein on April 30, 2001, be modified as follows:

1. On page 15, lines 5 and 6, subheading (F)(1) is modified as follows:

1. *Disclosure Required Because of Substantial Business*

- Dealings During a Pending Proceeding*

2. On page 15, lines 18 and 19, the word “substantial” is to be inserted between the words “current” and “business” and the page citation is changed from “777-778” to “775-778” so that the sentence and citation read:

This current substantial business relationship required vacation of the appraisal award. (*Id.* at pp. 775-778.)

3. On page 19, line 10, subheading (G)(1) is modified as follows:

1. *Grier Did Not Have a Substantial Ongoing  
Employment Relationship With Aetna.*

4. The paragraph commencing at the bottom of page 19 and continuing to the top of page 20 is modified as follows:

Based on Grier's work on the *Sea Mar International* case and the *Bradford Personnel v. Trammel Crow* case, Michael tried to characterize Grier's involvement in the *Michael* case as an "ongoing employment relationship" with Aetna. Michael admitted, however, that the *Sea Mar International* matter ended in January 1996. Grier's work on the *Bradford Personnel v. Trammell Crow* case ended in July 1997. We have reviewed the record and conclude that Grier did not perform substantial work on the *Michael v. Aetna* matter before Grier contacted Michael's appraiser, Mr. Fox, on August 1, 1997. Moreover, as we conclude, *infra*, it is undisputed that while he worked on the *Bradford Personnel* matter, Grier did not know of Aetna's presence in the *Bradford Personnel* case or that Aetna was the source of the funds used to pay him for his services. Therefore a person aware of the facts would not reasonably entertain a doubt that Grier would be able to be impartial, and Grier was not required to disclose the *Sea Mar International* or *Bradford Personnel v. Trammell Crow* cases.

5. Footnote 6 on page 19 is deleted.

There is no change in the judgment.

Appellants' petition for rehearing is denied.